

**TOWN OF DAVIE
TOWN COUNCIL AGENDA REPORT**

TO: Mayor and Councilmembers

FROM/PHONE: Joseph Montopoli, Fire Chief/EMC / 954-797-1842

PREPARED BY: Frank Suriano, Assistant Chief / 954-797-1843

SUBJECT: Resolution

AFFECTED DISTRICT: All

ITEM REQUEST: Schedule for Council Meeting

TITLE OF AGENDA ITEM: BID - A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY BROWARD SHERIFF'S OFFICE, CONTRACT # 07C-206, TO MOTOROLA FOR DIGITAL MOBILE RADIOS; AND AUTHORIZING THE EXPENDITURE OF FIRE DEPARTMENT FUNDS IN THE AMOUNT OF \$49,558.64 FOR THE PURCHASE OF EMERGENCY SERVICES DIGITAL MOBILE RADIOS FOR THE DAVIE FIRE RESCUE DEPARTMENT. (not budgeted)

REPORT IN BRIEF: The Davie Fire Rescue Department currently utilizes Broward Sheriff's Office (BSO) Communications Network for the dispatch of all emergency and non-emergency calls. BSO is currently undergoing rebanning of their radio frequency which requires all mobile radios to be digital. Davie Fire Rescue Department requires additional portable radios for use in the field and training scenarios.

PREVIOUS ACTIONS: R-2008-76

CONCURRENCES:

FISCAL IMPACT: Yes

Has request been budgeted? Yes

If yes, expected cost: \$49,558.64

Account Name: Fire Protection Services/Capital Outlay

What account will funds be appropriated from: 001-0602-522-64-00

RECOMMENDATION(S): Motion to Approve Resolution

Attachment(s): Resolution, Motorola Quote, BSO Contract, Procurement Authorization,
Piggyback check list

RESOLUTION _____

A RESOLUTION OF THE TOWN OF DAVIE, FLORIDA, ACCEPTING THE BID AWARDED BY BROWARD SHERIFF'S OFFICE, CONTRACT # 07C-206, TO MOTOROLA FOR DIGITAL MOBILE RADIOS; AND AUTHORIZING THE EXPENDITURE OF FIRE DEPARTMENT FUNDS IN THE AMOUNT OF \$49,558.64 FOR THE PURCHASE OF EMERGENCY SERVICES DIGITAL MOBILE RADIOS FOR THE DAVIE FIRE RESCUE DEPARTMENT.

WHEREAS, the Davie Fire Rescue Department currently utilizes Broward Sheriff's Office
(BSO) Communications Network for the dispatch of all emergency and non-emergency calls; and

WHEREAS, BSO is currently undergoing rebanning of their radio frequency requiring all mobile radios to be digital; and

WHEREAS Davie Fire Rescue Department requires additional portable radios for use in the field and training scenarios; and

WHEREAS, Davie Fire Rescue requests the Town Council to approve the expenditure in the amount of \$49,558.64 for the purchase of new portable radios and associated equipment.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF DAVIE, FLORIDA.

SECTION 1. The Town Council hereby accepts the bid awarded by Broward Sheriff's Office Contract #07C-206 to Motorola to purchase twelve (12) portable radios and associated equipment in the amount of \$49,558.64.

SECTION 2. The Town Council hereby authorizes the transfer of \$49,558.64 from Fire Operating Expenses – First Aid Supplies and Equipment Account No. 001-0602-522-04-07 to Fire Protection Services/Capital Outlay Account No. 001-0602-522-64-00.

SECTION 3. The Town Council hereby authorizes the expenditure from the Fire Protection Services/Capital Outlay Account.

SECTION 4. This resolution shall take effect immediately upon its passage and adoption.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2008

MAYOR/COUNCILMEMBER
ATTEST:

TOWN CLERK

APPROVED THIS _____ DAY OF _____, 2008

AGREEMENT

by and between

AL LAMBERTI, AS SHERIFF OF BROWARD COUNTY, FLORIDA

and

MOTOROLA

THIS AGREEMENT entered into this ____ day of _____, 2008, by and between AL LAMBERTI, as the Sheriff of Broward County, Florida (hereinafter referred to as "SHERIFF") and MOTOROLA (hereinafter referred to as "MOTOROLA"). SHERIFF and MOTOROLA may be referred to individually as a "Party" and collectively as the "Parties." For good and valuable consideration, the Parties agree as follows:

In consideration of the terms and conditions contained herein, SHERIFF and MOTOROLA covenant and agree as follows:

SECTION I
SCOPE OF SERVICES

1.1 MOTOROLA agrees to perform the following services:

Provide radio equipment and accessories as more specifically defined in Exhibit "B-1", attached hereto and incorporated by reference.

1.2 Exhibits

The exhibits listed below are incorporated into and made a part of this Agreement. In interpreting this Agreement and resolving any ambiguities, the main body of this Agreement takes precedence over the exhibits and any inconsistency between the exhibits will be resolved in their listed order.

Exhibit A MOTOROLA "Software License Agreement"

Exhibit B "Technical and Implementation Documents"

B-1 "List of Products" dated December 18, 2007

B-2 RESERVED

Exhibit C MOTOROLA's Memorandum of Insurance

Exhibit D Drug Free Workplace Certification by Vendor

1.3 Definitions

"Contract Price" means the price for the Products, excluding applicable sales or similar taxes and freight charges.

"Effective Date" means that date upon which the last Party executes this Agreement.

"Equipment" means the equipment listed in the List of Products that SHERIFF purchases from MOTOROLA under this Agreement.

"Infringement Claim" means a third party claim alleging that the Equipment manufactured by MOTOROLA or the Motorola Software infringes upon the third party's United States patent or copyright.

"Motorola Software" means Software that MOTOROLA or its affiliated company owns.

"Non-Motorola Software" means Software that another party owns.

"Products" mean the Equipment and Software provided by MOTOROLA under this Agreement.

"Proprietary Rights" means the patents, patent applications, inventions, copyrights, trade secrets, trademarks, trade names, mask works, know-how, and other intellectual property rights in and to the Equipment and Software, including those created or produced by MOTOROLA under this Agreement and any corrections, bug fixes, enhancements, updates or modifications to or derivative works from the Software whether made by Motorola or another party.

"Software" means the Motorola Software and Non-Motorola Software in object code format that is furnished with the Products.

SECTION II
MANNER OF PERFORMANCE

2.1 MOTOROLA shall perform all services in a sound and workmanlike manner. All services shall adhere to the utmost professional standards.

2.2 MOTOROLA agrees to perform, at all times faithfully, industriously, and to the best of its ability, experience, and talent, all of the duties that may be required of and from it pursuant to the express and implicit terms of this agreement.

2.3 Neither party shall be liable for failure to perform as a result of an event, circumstance, or act of a third party that is beyond a party's reasonable control (e.g., an act of God, an act of the public enemy, an act of a government entity, strikes or other labor disturbances, hurricanes, earthquakes, fires, floods, epidemics, embargoes, war, and riots).

SECTION III
TERM

The term of this agreement shall be effective upon execution and shall be in effect until September 30, 2008, unless terminated as provided herein. Additionally, there shall be up to four (4) one (1) year renewal periods upon mutual agreement of the Parties in writing.

SECTION IV
CONSIDERATION

4.1 MOTOROLA shall provide the equipment based on the pricing structure as indicated on Exhibit "B-1".

MOTOROLA shall provide the following discounts to SHERIFF:

Fifteen (15) percent on Motorola manufactured equipment

Twenty three (23) percent on Motorola parts

Eight (8) percent on Motorola drop ship equipment.

4.2 MOTOROLA shall submit invoices to the SHERIFF detailing the equipment provided and the cost of such equipment. SHERIFF shall have the right to provide written objections to

such invoice within seven (7) days of SHERIFF's receipt of such invoice. If no objection is made within such seven (7) day period, payment shall be made within ten (10) days thereafter.

4.3 MOTOROLA shall allow other governmental agencies to purchase, under the same terms and conditions, the equipment provided for in this Agreement.

4.4 FREIGHT, TITLE, AND RISK OF LOSS. MOTOROLA will pre-pay and add all freight charges to the invoices. Title and risk of loss to the Equipment will pass to SHERIFF upon acceptance by SHERIFF. Title to Software will not pass to SHERIFF at any time. MOTOROLA will pack and ship all Equipment in accordance with good commercial practices.

4.5 INVOICING AND SHIPPING ADDRESSES. Invoices will be sent to the SHERIFF at the following address:

The city which is the ultimate destination where the Equipment will be delivered to SHERIFF is:

Broward County, FL

The Equipment will be shipped to the SHERIFF at the following address (insert if this information is known):

Various locations within Broward County, FL.

SHERIFF may change this information by giving written notice to Motorola.

SECTION V **EXPENSES**

MOTOROLA shall be fully and solely responsible for any and all expenses incurred by MOTOROLA in the performance of this Agreement, including, but not limited to, costs of supplies, fees, licenses, bonds or taxes, and all other costs of doing business. MOTOROLA shall not, in any manner, incur indebtedness on behalf of SHERIFF.

SECTION VI
SOVEREIGN IMMUNITY

SHERIFF is entitled to the protections of sovereign immunity as set forth in Florida Statutes sec. 768.28. Nothing in this Agreement is intended or shall be deemed to waive or modify SHERIFF's sovereign immunity.

SECTION VII
WARRANTY

4.1 EQUIPMENT WARRANTY. From one (1) year from the date of delivery of the Equipment provided by MOTOROLA under this Agreement ("Warranty Period"), MOTOROLA warrants that the Equipment under normal use and service will be free from material defects in materials and workmanship.

4.2 MOTOROLA SOFTWARE WARRANTY. Unless otherwise stated in the Software License Agreement, during the Warranty Period, MOTOROLA warrants the Motorola Software in accordance with the terms of the Software License Agreement and the provisions of this Section that are applicable to the Motorola Software.

4.3 EXCLUSIONS TO EQUIPMENT AND MOTOROLA SOFTWARE WARRANTIES. These warranties do not apply to: (i) defects or damage resulting from: use of the Equipment or Motorola Software in other than its normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by MOTOROLA; SHERIFF's failure to comply with all applicable industry and OSHA standards; (ii) breakage of or damage to antennas unless caused directly by defects in material or workmanship; (iii) Equipment that has had the serial number removed or made illegible; (iv) batteries (because they carry their own separate limited warranty) or consumables; (v) freight costs to ship Equipment to the repair depot; (vi) scratches or other cosmetic damage to Equipment surfaces that does not affect the operation of the Equipment; and (vii) normal or customary wear and tear.

4.4 WARRANTY CLAIMS. To assert a warranty claim, SHERIFF must notify MOTOROLA in writing of the claim before the expiration of the Warranty Period. Upon receipt of this notice, MOTOROLA will investigate the warranty claim. If this

investigation confirms a valid warranty claim, MOTOROLA will (at its option and at no additional charge to SHERIFF) repair the defective Equipment or Motorola Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Motorola Software. That action will be the full extent of MOTOROLA's liability for the warranty claim. If this investigation indicates the warranty claim is not valid, then MOTOROLA may invoice SHERIFF for responding to the claim on a time and materials basis using MOTOROLA's then current labor rates. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of MOTOROLA.

4.5 ORIGINAL END USER IS COVERED. These express limited warranties are extended by MOTOROLA to the original user purchasing the Products for commercial, industrial, or governmental use only, and are not assignable or transferable.

4.6 DISCLAIMER OF OTHER WARRANTIES. THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE EQUIPMENT AND MOTOROLA SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. MOTOROLA DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

4.7 MOTOROLA SOFTWARE. Any Motorola Software, including subsequent releases, is licensed to SHERIFF solely in accordance with the Software License Agreement. SHERIFF hereby accepts and agrees to abide by all of the terms and restrictions of the Software License Agreement.

4.8 NON-MOTOROLA SOFTWARE. Any Non-Motorola Software is licensed to SHERIFF in accordance with the standard license, terms, and restrictions of the copyright owner on the Effective Date unless the copyright owner has granted to MOTOROLA the right to sublicense the Non-Motorola Software pursuant to the Software License Agreement, in which case it applies and the copyright owner will have all of Licensor's rights and protections under the Software License Agreement. MOTOROLA makes no representations or warranties of any kind regarding Non-Motorola Software. Non-Motorola Software may include open source software. All open source software is licensed to SHERIFF in accordance with, and SHERIFF agrees to abide by, the provisions of the standard license of the copyright owner and not the Software License Agreement. Upon request by SHERIFF,

MOTOROLA will use commercially reasonable efforts to determine whether any open source software will be provided under this Agreement; and if so, identify the open source software and provide to SHERIFF a copy of the applicable standard license (or specify where that license may be found); and provide to SHERIFF a copy of the open source software source code if it is publicly available without charge (although a distribution fee or a charge for related services may be applicable).

SECTION VIII
OPEN-END CONTRACT

No guarantee is expressed or implied as to the total quantity of equipment purchased under this Agreement. SHERIFF reserves the right to use other vendors for such services.

SECTION IX
EMPLOYMENT RESPONSIBILITY

9.1 Any employees utilized by MOTOROLA to fulfill the terms and conditions of this Agreement shall be deemed employees of MOTOROLA, not of SHERIFF.

9.2 Accordingly, MOTOROLA shall be responsible for assuming the cost of contributions to pension funds, insurance premiums, workers compensation funds (Chapter 440, FSA), or other recognized employee fringe benefits.

9.3 SHERIFF shall not be liable for and MOTOROLA agrees to indemnify SHERIFF against any liability resulting from injury or illness, of any kind whatsoever, to MOTOROLA's employees, agents, or servants during the performance of the services, duties, and responsibilities contemplated herein.

SECTION X
SUBCONTRACTORS

MOTOROLA shall not subcontract its rights or obligations under this Agreement, unless prior written approval is received from the SHERIFF. In the event any additional or different subcontractors are required or requested by SHERIFF, or in the event SHERIFF rejects the use of a particular subcontractor, such rejection must be submitted in writing and be based on just and reasonable

cause. Any resultant change in contract price and/or schedule shall be mutually agreed upon.

SECTION XI
CRIMINAL HISTORY

11.1 MOTOROLA represents that, to the best of its knowledge and belief, its principal owners, partners, corporate officers, and employees, do not have any past felony criminal convictions or any pending criminal charges. MOTOROLA has disclosed all such convictions or pending criminal charges to the SHERIFF and further agrees to disclose any future convictions or pending criminal charges.

11.2 SHERIFF reserves the right to approve or reject, for any reason, MOTOROLA's staff assigned to this project at any time. MOTOROLA's staff shall be subject to a criminal background check prior to providing services pursuant to this Agreement.

SECTION XII
INDEPENDENT CONTRACTOR

12.1 MOTOROLA has the right to provide services to others or hold itself out to the public as available to engage in agreements with others.

12.2 MOTOROLA shall at all times be an independent contractor under this agreement, rather than an employee, agents, or representative of SHERIFF, and no act, action, or omission to act by MOTOROLA shall in any way obligate or bind SHERIFF.

SECTION XIII
PAYMENT OF TAXES

To the extent SHERIFF is exempt from such taxes, MOTOROLA shall bear all responsibility for the payment of any federal, state or local taxes and fees, if applicable. It is understood by both parties that SHERIFF will not, in any manner, be responsible for the aforementioned taxes or fees. SHERIFF shall provide MOTOROLA with proof of tax exemption upon execution of this Agreement. Notwithstanding anything to the contrary

herein, MOTOROLA shall not be liable for payment of any taxes that are levied against SHERIFF as a result of the purchase, ownership, or use of the Products.

SECTION XIV
TERMINATION

14.1 In the event that either party is in breach of any of terms and conditions of this Agreement, the non-breaching party shall provide written notice of such breach. The breaching party shall have ten (10) days from receipt of such notice to cure any breach under this Agreement. In the event the breaching party fails to cure such breach within the ten (10) day period, the non-breaching party reserves the right to immediately terminate this Agreement for cause.

14.2 SHERIFF reserves the right to terminate this Agreement, without cause, upon providing the MOTOROLA with written notice of such termination.

SECTION XV
CIVIL RIGHTS REQUIREMENTS

15.1 MOTOROLA shall comply with all applicable sections of the Americans with Disabilities Act.

15.2 MOTOROLA shall not discriminate on the basis of race, age, color, gender, or national origin.

15.3 MOTOROLA agrees that compliance with this Section constitutes a condition to this Agreement, and that it is binding upon MOTOROLA, its successors, transferees, and assignees for the period during which services are provided. MOTOROLA further assures that all subcontractors, are not in violation of the terms of this Section.

SECTION XVI
CONFIDENTIALITY

16.1 MOTOROLA shall not at any time, in any manner, either directly or indirectly, communicate to any person, firm, corporation or other entity any information of any kind concerning any matter affecting or relating to the business of

SHERIFF, including, but not limited to, its manner of operation, its plans, computer systems, processes or other data of any kind, nature or description.

16.2 "Confidential Information" means any information that is disclosed in written, graphic, verbal, or machine-recognizable form, and is marked, designated, or identified at the time of disclosure as being confidential or its equivalent; or if the information is in verbal form, it is identified as confidential at the time of disclosure and is confirmed in writing within thirty (30) days of the disclosure. Confidential Information does not include any information that: is or becomes publicly known through no wrongful act of the receiving Party; is already known to the receiving Party without restriction when it is disclosed; is or becomes, rightfully and without breach of this Agreement, in the receiving Party's possession without any obligation restricting disclosure; is independently developed by the receiving Party without breach of this Agreement; or is explicitly approved for release by written authorization of the disclosing Party.

16.3 During the term of this Agreement, the Parties may provide each other with Confidential Information. To the extent allowed by law, each Party will: maintain the confidentiality of the other Party's Confidential Information and not disclose it to any third party, except as authorized by the disclosing Party in writing or as required by a court of competent jurisdiction or applicable law; restrict disclosure of the Confidential Information to its employees who have a "need to know" and not copy or reproduce the Confidential Information; take necessary and appropriate precautions to guard the confidentiality of the Confidential Information, including informing its employees who handle the Confidential Information that it is confidential and is not to be disclosed to others, but these precautions will be at least the same degree of care that the receiving Party applies to its own confidential information and will not be less than reasonable care; and use the such Confidential Information only in furtherance of the performance of this Agreement. Confidential Information is and will at all times remain the property of the disclosing Party, and no grant of any proprietary rights in the Confidential Information is given or intended, including any express or implied license, other than the limited right of the recipient to use the Confidential Information in the manner and to the extent permitted by this Agreement.

16.4 PRESERVATION OF PROPRIETARY RIGHTS. MOTOROLA, the third party manufacturer of any Equipment, and the copyright owner of any Non-Motorola Software own and retain all of their respective Proprietary Rights in the Equipment and Software, and nothing in this Agreement is intended to restrict their Proprietary Rights. All intellectual property developed, originated, or prepared by MOTOROLA in connection with providing to SHERIFF the Equipment, Software, or related services remain vested exclusively in MOTOROLA, and this Agreement does not grant to SHERIFF any shared development rights of intellectual property. Except as explicitly provided in the Software License Agreement, MOTOROLA does not grant to SHERIFF, either directly or by implication, estoppel, or otherwise, any right, title or interest in MOTOROLA's Proprietary Rights. SHERIFF will not modify, disassemble, peel components, decompile, otherwise reverse engineer or attempt to reverse engineer, derive source code or create derivative works from, adapt, translate, merge with other software, reproduce, or export the Software, or permit or encourage any third party to do so. The preceding sentence does not apply to open source software which is governed by the standard license of the copyright owner.

SECTION XVII INDEMNIFICATION

17.1 GENERAL INDEMNITY BY MOTOROLA. MOTOROLA will indemnify, hold harmless and defend SHERIFF, his officers, employees, agents, servants, and designees from any and all liability, expense, judgment, suit, cause of action, or demand for personal injury, death, or direct damage to tangible property which may accrue against SHERIFF to the extent it is caused by the negligent acts or omissions or willful misconduct of MOTOROLA, its subcontractors, or their employees or agents, while performing their duties under this Agreement, if SHERIFF gives MOTOROLA prompt, written notice of any the claim or suit. SHERIFF will cooperate with MOTOROLA in its defense or settlement of the claim or suit. This section sets forth the full extent of MOTOROLA's general indemnification of SHERIFF from liabilities that are in any way related to MOTOROLA's performance under this Agreement.

17.2 INFRINGEMENT CLAIM INDEMNIFICATION. MOTOROLA will defend at its expense any suit brought against SHERIFF to the extent that it is based on an Infringement Claim, and MOTOROLA will indemnify SHERIFF for those costs and damages finally awarded against SHERIFF for an Infringement Claim. MOTOROLA's

duties to defend and indemnify are conditioned upon: SHERIFF promptly notifying MOTOROLA in writing of the Infringement Claim; MOTOROLA having sole control of the defense of the suit and all negotiations for its settlement or compromise; and SHERIFF providing to MOTOROLA cooperation and, if requested by MOTOROLA, reasonable assistance in the defense of the Infringement Claim.

If an Infringement Claim occurs, or in MOTOROLA's opinion is likely to occur, MOTOROLA may at its option and expense procure for SHERIFF the right to continue using the Equipment or Motorola Software, replace or modify it so that it becomes non-infringing while providing functionally equivalent performance, or grant SHERIFF a credit for the Equipment or Motorola Software as depreciated and accept its return. The depreciation amount will be calculated based upon generally accepted accounting standards for such Equipment and Motorola Software.

MOTOROLA will have no duty to defend or indemnify for any Infringement Claim that is based upon the combination of the Equipment or Motorola Software with any software, apparatus or device not furnished by MOTOROLA; the use of ancillary equipment or software not furnished by MOTOROLA and that is attached to or used in connection with the Equipment or Motorola Software; any Equipment that is not MOTOROLA's design or formula; a modification of the Motorola Software by a party other than MOTOROLA; or the failure by SHERIFF to install an enhancement release to the Motorola Software that is intended to correct the claimed infringement. The foregoing states the entire liability of MOTOROLA with respect to infringement of patents and copyrights by the Equipment, Motorola Software, or any of their parts.

SECTION XVIII INSURANCE

Throughout the duration of this Agreement and for all applicable statute of limitation periods, MOTOROLA shall maintain in full force and effect the insurance coverages set forth in the attached and incorporated Memorandum of Insurance - Exhibit C. Within thirty (30) days written notice by SHERIFF, MOTOROLA shall provide a Certificate of Insurance evidencing such coverages.

SECTION XIX
PUBLIC ENTITY CRIMES ACT

In accordance with the Public Entity Crimes Act (Section 287.133, Florida Statutes) a person or affiliate who has been placed on the convicted vendor list maintained by the State of Florida Department of General Services following a conviction for a public entity crime may not submit a bid on a contract with the SHERIFF, may not be awarded or perform work as a consultant, supplier, or subcontractor, under a contract with SHERIFF, and may not conduct business with SHERIFF for a period of thirty six (36) months from the date of being placed on the convicted vendor list. Violation of this section by MOTOROLA shall result in termination of this Agreement and may cause MOTOROLA's debarment.

SECTION XX
DRUG-FREE WORKPLACE

MOTOROLA shall provide a drug-free workplace program in accordance with applicable laws and in accordance with the Drug Free Workplace Certification attached as Exhibit "D" and incorporated herein.

SECTION XXI
ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred or otherwise encumbered by MOTOROLA, under any circumstances, without the prior written consent of SHERIFF, except that MOTOROLA may assign this Agreement to any of its affiliates or its right to receive payment without the prior consent of Customer.

SECTION XXII
NOTICE

Any notice hereunder by one party to the other party shall be given in writing by personal delivery, facsimile, regular mail, commercial express carrier such as Federal Express, UPS, or DHL, or certified mail with proper postage, to the party at the addresses designated in the Agreement. Any notice shall be effective on the date it is received by the addressee. Either party may change its address for notice purposes by giving the

other party notice of such change in accordance with this paragraph.

Notices shall be addressed as follows:

SHERIFF

Contracts Manager
Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

Office of the General Counsel
Sheriff's Office of Broward County
2601 W. Broward Boulevard
Fort Lauderdale, FL 33312

MOTOROLA

Motorola Law Department
1301 E. Algonquin Rd., SH5
Schaumburg, IL 60134
Attn.: Commercial Counsel

SECTION XXIII
AGREEMENT TERMS TO BE EXCLUSIVE

This written Agreement contains the sole and entire Agreement between the parties. The parties acknowledge and agree that neither of them has made any representation with respect to the subject matter of this Agreement or any representations inducing its execution and delivery except such representations as are specifically set forth in this writing, and the parties acknowledge that they have relied on their own judgment in entering into the same. The parties further acknowledge that any statements or representations that may have been made by either of them to the other are void and of no effect and that neither of them has relied on such statements or representations in connection with its dealings with the other.

SECTION XXIV
WAIVER OR MODIFICATION OF AGREEMENT

No waiver or modification of this Agreement or of any covenant, condition or limitation contained herein shall be

valid unless it is reduced to written form and duly executed by the parties. No evidence of any waiver or modification of the terms herein shall be offered or received in evidence in any proceeding, arbitration, or litigation between the parties arising, in any manner, out of this Agreement, unless such waiver or modification is in writing and duly executed by the parties.

SECTION XXV
AGREEMENT GOVERNED BY LAW OF STATE OF FLORIDA

It is the parties expressed intent that this Agreement and its performance, as well as, all suits and special proceedings relating to it, be construed in accordance with and pursuant to the laws of the State of Florida. The laws of the State of Florida shall be applicable and shall govern to the exclusion of the law of any other forum, without regard to the jurisdiction in which any legal action or special proceeding may be instituted, commenced or initiated.

SECTION XXVI
THIRD PARTY BENEFICIARIES

Neither MOTOROLA nor SHERIFF intends to directly or indirectly benefit a third party by this Agreement. Therefore, the parties agree that there are no third party beneficiaries to this Agreement and that no third party shall be entitled to assert a claim against the parties based upon this Agreement.

SECTION XXVII
LIMITATION OF LIABILITY

Except for personal injury or death, MOTOROLA's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed the price of the Equipment, Software, or services with respect to which losses or damages are claimed. ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT MOTOROLA WILL NOT BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS AGREEMENT, THE SALE OR USE OF THE EQUIPMENT OR

SOFTWARE, OR THE PERFORMANCE OF SERVICES BY MOTOROLA PURSUANT TO THIS AGREEMENT. This limitation of liability provision survives the expiration or termination of the Agreement and applies notwithstanding any contrary provision. No action for contract breach or otherwise relating to the transactions contemplated by this Agreement may be brought more than one (1) year after the accrual of the cause of action, except for money due upon an open account.

SECTION XXVIII
MISCELLANEOUS

28.1 MOTOROLA shall comply with all the applicable statutes, laws, rules, codes, ordinances, and regulations of any and all federal, state and local political bodies having jurisdiction over the services provided herein.

28.2 In the event either party brings an action against the other to enforce any conditions or covenant of this Agreement, the prevailing party in such action shall be entitled to recover the court costs and reasonable attorneys' fees in the judgment rendered in such action.

28.3 The preparation of this Agreement has been a joint effort of the parties and the resulting document shall not solely as a matter of judicial construction, be construed more severely against one of the parties than the other.

28.4 Venue in any proceeding or action among the parties arising out of this Agreement shall be in Broward County, Florida.

28.5 In entering this Agreement, the parties represent that they have had a reasonable opportunity to seek and select legal advice and have relied upon the advice of their own legal representative, who is an attorney of their own choice, or have voluntarily chosen not to seek the advice of an attorney, and that the terms of this Agreement have been completely read and that those terms are fully understood and voluntarily accepted by them.

28.6 The headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of the Agreement. All personal

pronouns used in this Agreement shall include the other gender, and the singular shall include the plural, and vice versa, unless the context otherwise requires: Terms such as "herein," "hereof," "hereunder," and "hereinafter" refer to this Agreement as a whole and not to any particular sentence, paragraph, or section where they appear, unless the context otherwise requires. Whenever reference is made to a Section or Article of this Agreement, such reference is to the Section or Articles as a whole, including all of the subsections of such Section, unless the reference is made to a particular subsection or subparagraph of such Section or Article.

AGREEMENT BY AND BETWEEN THE SHERIFF OF BROWARD COUNTY, FLORIDA
AND MOTOROLA.

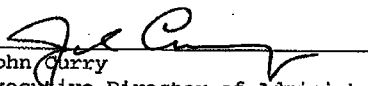
IN WITNESS, the parties hereby execute this Agreement on
the dates set forth below:

MOTOROLA


AUTHORIZED REPRESENTATIVE

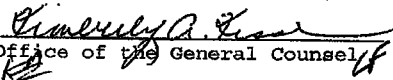
Date 1/18/07

AL LAMBERTI, AS SHERIFF OF BROWARD COUNTY


John Curry
Executive Director of Administration

Date 1/2/2008

Approved as to form and legal
sufficiency subject to execution
by the parties:

By 
Office of the General Counsel

Date 1/3/08

H:\CONTRACT\Motorola Equipment 2007 Final

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**2007 FOR PROFIT CORPORATION
ANNUAL REPORT**

FILED
May 04, 2007 8:00 am
Secretary of State

05-04-2007 90076 009 ***150.00

DOCUMENT # 830046

1. Entity Name
MOTOROLA, INC.



Principal Place of Business
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

Mailing Address
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

40105068



DO NOT WRITE IN THIS SPACE

04172007 No Chg-P CR2E034 (11/05)

4. FEI Number
36-1115800

Applied For
Not Applicable

5. Certificate of Status Desired ☐ **\$8.75** Additional
Fee Required

6. Name and Address of Current Registered Agent

CT CORPORATION SYSTEM
1200 S. PINE ISLAND ROAD
PLANTATION, FL 33324

**DO NOT WRITE
IN THIS SPACE**

8. The above named entity submits this statement for the purpose of changing its registered office or registered agent, or both, in the State of Florida. I am familiar with, and accept the obligations of registered agent.

SIGNATURE

Signature, typed or printed name of registered agent and title if applicable

(NOTE: Registered Agent's signature required when reappointing)

DATE

FILE NOW!!! FEE IS \$150.00
After May 1, 2007 Fee will be \$550.00

9. Election Campaign Financing
Trust Funds Contribution ☐

\$5.00 May Be
Added to Fees

10. OFFICERS AND DIRECTORS

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
COB
ZANDER, EDWARD J.
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
D
ZANDER, EDWARD J.
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
D
SCOTT, SAMUEL C
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
D
LEWENT, JUDY C
1303 E. ALGONQUIN ROAD
SCHAUMBURG, IL 60196

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
D
MEREDITH, THOMAS J
1303 E ALGONQUIN RD
SCHAUMBURG, IL 60196

TITLE
NAME
STREET ADDRESS
CITY-STATE-ZIP
SVPA
DYBALA, RAY A
1303 E ALGONQUIN RD
SCHAUMBURG, IL 60196

**DO NOT WRITE
IN THIS SPACE**

12. I hereby certify that the information supplied with this filing does not qualify for the exemptions contained in Chapter 119, Florida Statutes. I further certify that the information indicated on this report or supplemental report is true and accurate and that my signature shall have the same legal effect as if made under oath, that I am an officer or director of the corporation or the receiver or trustee empowered to execute this report as required by Chapter 607, Florida Statutes, and that my name appears in Block 10 or Block 11 if changed, or on an attachment with an address, with all other like empowered.

SIGNATURE: *Ray A. Dybala* **RAY A. DYBALA** **04-17-2007** **847-576-5128**
SIGNATURE AND TYPED OR PRINTED NAME OF SIGNING OFFICER OR DIRECTOR Date Daytime Phone #

ATTACHMENT 40105068

MOTOROLA, INC.

830046

PRINCIPLE PLACE OF BUSINESS

1303 E. Algonquin Road
Schaumburg, IL 60196

DIRECTORS:		ADDRESS
Edward J. Zander	Chairman of the Board	1303 E. Algonquin Road Schaumburg, IL 60196
Judy C. Lewent		1303 E. Algonquin Road Schaumburg, IL 60196
Thomas J. Meredith		1303 E. Algonquin Road Schaumburg, IL 60196
Samuel C. Scott III		1303 E. Algonquin Road Schaumburg, IL 60196
Ron Sommer		1303 E. Algonquin Road Schaumburg, IL 60196
Douglas A. Warner III		1303 E. Algonquin Road Schaumburg, IL 60196
OFFICERS:		ADDRESS
TITLE		
Edward J. Zander	Chairman of the Board/ Chief Executive Officer	1303 E. Algonquin Road Schaumburg, IL 60196
Gregory Q. Brown	Exec. Vice President	1303 E. Algonquin Road Schaumburg, IL 60196
David W. Devonshire	Exec. Vice President/ Chief Financial Officer	1303 E. Algonquin Road Schaumburg, IL 60196
Ruth Fattori	Exec. Vice President	1303 E. Algonquin Road Schaumburg, IL 60196
Daniel M. Moloney	Exec. Vice President	1303 E. Algonquin Road Schaumburg, IL 60196
Padmasree Warrior	Exec. Vice President/ Chief Technology Officer	1303 E. Algonquin Road Schaumburg, IL 60196
A. Peter Lawson	Exec. Vice President/ Secretary	1303 E. Algonquin Road Schaumburg, IL 60196
Richard Nottenburg	Exec. Vice President/ Chief Strategy Officer	1303 E. Algonquin Road Schaumburg, IL 60196
Steven J. Strobel	Senior Vice President/ Corporate Controller	1303 E. Algonquin Road Schaumburg, IL 60196
James MacLaughlin	Senior Vice President/ Treasurer	1303 E. Algonquin Road Schaumburg, IL 60196
Ray A. Dybala	Senior Vice President / Assistant Secretary	1303 E. Algonquin Road Schaumburg, IL 60196
Carol Forsyte	Corporate Vice President/ Assistant Secretary	1303 E. Algonquin Road Schaumburg, IL 60196
Mark Moon	Corporate Vice President	1303 E. Algonquin Road Schaumburg, IL 60196

**MOTOROLA**

Quote Number: QU0000070825

Effective: 07 AUG 2008

Effective To: 02 DEC 2008

DAVIE FIRE RESCUE DEPT, TOWN OF
6905 SW 45TH ST
DAVIE, FL 33314
United States

Attention:

Name: Captain K. George

Phone: 954-797-1092

Fax: 954-797-1234

Sales Contact:

Name: Jonathan Franklin

Email: jf@signalcommunications.com

Phone: 9542758854

Freight terms: FOB Destination

Payment terms: Net 30 Due

Item	Quantity	Nomenclature	Description	List price	Your price	Extended Price
1	12	H18UCF9PW6AN	PORTABLE XTSS0000 MODEL II 3X2 KEYPAD DISPLAY 1000 CHANNELS 764-870MHZ	\$2,158.00	\$1,726.40	\$20,716.80
(Notes)SVC461 - Programming to be done by others, \$.00.						
1a	12	Q806BA	ADD: SOFTWARE ASTRO DIGITAL CAI OPERATION	\$515.00	\$412.00	\$4,944.00
1b	12	Q44AC	ADD: RF ANTENNA SWITCH (NTN8327)	\$10.00	\$8.00	\$96.00
1c	12	Q393AN	ALT: BATTERY IMPRES NIMH FM 1700MAH (NNTN4436)	\$47.00	\$37.60	\$451.20
1d	12	Q58AHSP	ENH:2 YR ENCRYP EESP TYPE 1 XTSS0000	\$183.00	\$183.00	\$2,196.00
1e	12	H38BR	ADD: SMARTZONE SYSTEM SOFTWARE	\$1,500.00	\$1,200.00	\$14,400.00
1f	12	Q361AK	ENH: PROJECT 25 9600 BAUD TRUNKING SOFTWARE	\$300.00	\$240.00	\$2,880.00
2	10	NTN8381C	CARRYING CASE	\$60.00	\$46.20	\$462.00
3	2	WPLN4108BR	IMPRES MULTI UNIT CHARGER - 110V	\$788.00	\$606.76	\$1,213.52
4	24	NNTN4436B	BATT 1800 MAH FM NIMH	\$140.00	\$91.63	\$2,199.12

Total Quote in USD**\$49,558.64**

Pricing valid per BSO-Motorola Contract #07C-206. Pricing valid thru 9/30/08. Quote prepared by: Linda Klayman (954) 493-6363 Fax: (954) 493-8661

THIS QUOTE IS BASED ON THE FOLLOWING:

1 This quotation is provided to you for information purposes only and is not intended to be an offer or a binding proposal.

If you wish to purchase the quoted products, Motorola will be pleased to provide you with our standard terms and conditions of sale (which will include the capitalized provisions below), or alternatively, receive your purchase order which will be acknowledged.

Thank you for your consideration of Motorola products.

2 Quotes are exclusive of all installation and programming charges (unless expressly stated) and all applicable taxes.

3 Purchaser will be responsible for shipping costs, which will be added to the invoice.

4 Prices quoted are valid for thirty(30) days from the date of this quote.

5 Unless otherwise stated, payment will be due within thirty days after invoice. Invoicing will occur concurrently with shipping.

MOTOROLA DISCLAIMS ALL OTHER WARRANTIES WITH RESPECT TO THE ORDERED PRODUCTS, EXPRESS OR IMPLIED INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

MOTOROLA'S TOTAL LIABILITY ARISING FROM THE ORDERED PRODUCTS WILL BE LIMITED TO THE PURCHASE PRICE OF THE PRODUCTS WITH RESPECT TO WHICH LOSSES OR DAMAGES ARE CLAIMED. IN NO EVENT WILL MOTOROLA BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES.

PIGGYBACK BID CHECKLIST

			Completed by
1. Piggyback of bid awarded by	Broward Sheriff 'S Office No. 07C-206		_____
2. Date of award	January 17, 2007 _____		_____
3. Date of expiration	September 30, 2008 _____		_____
4. Date of last renewal	_____		_____
5. Copy of bid award attached	<input checked="" type="checkbox"/> YES	NO	_____
6. Requested item same as awarded item	<input checked="" type="checkbox"/> YES	NO	_____
7. Approved Procurement Authorization attached	<input checked="" type="checkbox"/> YES	NO	_____
8. Justification	For emergency response and incident ____ control on scene and during training ____ scenarios _____ _____ _____		_____
9. Benefit to the Town	The ability of emergency personnel ____ to communicate _____ _____ _____		
10. Contact information sheet attached	YES	NO	_____

CONTACT INFORMATION SHEET

AGENCY CONTACTED

NAME

PHONE NUMBER

DATE

COMMENTS

AGENCY CONTACTED

NAME

PHONE NUMBER

DATE

COMMENTS

AGENCY CONTACTED

NAME

PHONE NUMBER

DATE

COMMENTS

TOWN OF DAVIE PROCUREMENT AUTHORIZATION

<u>ACCOUNT NUMBER</u>	<u>BUDGET ITEM & DESCRIPTION</u>	<u>APPROXIMATE COST</u>
001-0602-522-6400	Fire Protection Services	\$49,558.64

METHOD OF PROCUREMENT (check the one that applies)

☐ Open Competitive Bidding
☒ Piggyback on Contract Number 07C-206
☐ Sole Source
☐ Request For Proposals

SPECIFICATIONS & LIST OF VENDORS MUST BE ATTACHED

Signed _____

Department Head: 

Have Funds been Reserved _____

Date _____ Signed _____

Signed _____

Town Administrator

BIDS SUBMITTED

<u>VENDOR</u>	<u>COST</u>
Motorola	\$49,558.64
_____	_____
_____	_____
_____	_____
_____	_____

Signed _____
Procurement Manager

BID SPECIFICATION COMMITTEE'S RECOMMENDATION

<u>Vendor</u>	<u>Cost</u>
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